



**STATE OF FLORIDA**  
**STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER**  
**CONTRACT**  
**FORM OEL-VPK 20**

**I. PARTIES AND TERMS OF CONTRACT**

1. **Parties.** This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Early Learning Coalition of \_\_\_\_\_ (herein referred to as “COALITION”), and \_\_\_\_\_ (herein referred to as “PROVIDER”), with its principal offices located at \_\_\_\_\_.
  - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
  - b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION’s service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. PROVIDER will receive payment based on Legislative appropriations, the Office’s Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child’s attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.)
3. **Term.** This Contract applies to the 20\_\_\_\_\_ - 20\_\_\_\_\_ VPK program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Contract begins on \_\_\_\_\_, or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and expires upon completion or termination of all PROVIDER’s VPK program year programs eligible to be offered under this Contract.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
  - Chapter 1002, Florida Statutes (F.S.); and
  - Chapter 6M-8, F.A.C.

6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 53. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

## II. PROVIDER ELIGIBILITY

### 7. **General Eligibility.**

a. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a nonpublic school exempt from licensure, or faith-based child care provider exempt from licensure). A charter school that does include VPK in its charter is a public school. Check the box to indicate PROVIDER's type:

A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. **Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. **Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 61 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION, that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 49 and corrective action referenced in Paragraph 51.

## III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll children for the VPK Program only with written authorization from Coalition which will be provided in the form of an eligibility certificate (Form OEL-VPK 02). Alternatively, PROVIDER may enroll children without a certificate of

eligibility if the PROVIDER meets the specified requirements and follows procedures established by the Office of Early Learning under the authority granted in section (s.) 1002.75(2)(a), F.S. The PROVIDER shall not report any child for VPK funding that is ineligible to receive funding if the PROVIDER is enrolling children under the authority granted in s. 1002.75(2)(a), F.S., allowing provider child enrollments.

10. **Adherence to Requirements.** PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
11. **Assessment.** In accordance with s. 1002.67(3), F.S., PROVIDER agrees to implement evidence-based pre- and post- assessments adopted by Rule 6A-1.09433, F.A.C. (March 2015) and found at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05178>. To request the approved pre- and post- assessment materials, the provider must go to the VPK Assessment Ordering System at <https://marcomcentral.app.pti.com/graphiccommunicationscorp/earlylearning> and register. The provider must register each school-year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. If provider does not have a Provider ID, the provider may request one by going to <https://brightbeginningsfl.org/RequestAssistance/RequestAssistance.aspx>, and entering the required information. The provider must log into the Bright Beginnings website at <https://brightbeginningsfl.org/login.aspx> to enter and submit assessment scores.
12. **Curricula.** PROVIDER agrees that it will use curricula to deliver VPK Program instruction which:
  - a. Are developmentally appropriate;
  - b. Are designed to prepare children for early literacy;
  - c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
  - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the parent of each student at the time the student is admitted into PROVIDER's VPK Program. The Provider may adopt its own, but in accordance with 1002.71, F.S., the attendance policy must require parents to verify each month, the student's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. If PROVIDER is conducting preliminary eligibility determination of children, PROVIDER certifies it will provide a copy of the VPK Parent Guide to the parent.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK Program.
15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll students in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care).

- 16. Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK Program instruction to a student, PROVIDER shall not require the student's parent to pay for the services.
- 17. Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
  - a.** Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
  - b.** Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
  - c.** Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
  - d.** Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
- 18. Classroom staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 students, an additional adult instructor must be present who is eligible to work in the VPK provider's setting.
- 19. Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
- 20. Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms as required by ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
- 21. Executed Contract.** COALITION shall return a fully executed copy of this Contract to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK Program. PROVIDER shall not offer the VPK Program prior to receiving a fully executed copy of this Contract from COALITION.
- 22. Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
- 23. Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the VPK Program.

24. **Direct Deposit Required.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.

#### IV. COALITION RESPONSIBILITIES

25. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule prescribed by the coalition or school district, according to Rule 6M-8.700(3), F.A.C.
26. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a child eligibility certificate (OEL-VPK 02 Eligibility Certificate), as described in Rule 6M-8.202, F.A.C., to the parent of each eligible child who registers in the VPK Program. Alternatively, if a provider enrolls children by meeting the specified requirements adopted under the authority of s. 1002.75(2)(a), F.S., the COALITION will monitor eligibility documentation.
27. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant Chapter 1002, F.S.

#### V. MONITORING, AUDITING, AND ACCESS

28. **Monitoring.** PROVIDER understands that the provisions of this contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
29. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
30. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

#### VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.

- 32. Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK student, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
- 33. Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 32, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 32 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

## **VII. COMPENSATION, FUNDING AND DELIVERABLES**

- 34. Notification of Enrollment.** PROVIDER agrees that it will notify COALITION upon admitting a student to PROVIDER's VPK Program class in accordance with the procedures of COALITION and the rules of the Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Office of Early Learning. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program.
- 35. Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes
- 36. Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S.. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent for each student admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.
- 37. Payment Rate.** PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
- 38. Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further

understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK Program class(es) by checking the following box:

PROVIDER elects to receive monthly advance payments and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

- 39. Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.
- 40. Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
- 41. Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.
- 42. Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
- 43. Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
- 44. Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
- 45. Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

- 46. Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use “Federal funds to supplement, [but] not [to] supplant non-Federal funds.” (20 U.S.C., s. 6314(a)(3)(B))

## **VIII. PROVISIONS FOR PROVIDER PROBATION**

- 47. Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this contract is considered void for that PROVIDER’s summer program type of the program year.
- 48. Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER meets the readiness rate. Failure to do so will result in the termination of PROVIDER’s contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

## **IX. FINANCIAL CONSEQUENCES**

- 49. Financial Consequences.** As a result of PROVIDER’s failure to provide the minimum level of services required by this contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract, or terminate the contract.

## **X. NONDISCRIMINATION**

- 50. Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

## **XI. TERMINATION AND NONCOMPLIANCE**

- 51. Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to

meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing.

**52. Termination for Cause.**

**a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 57.

**b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

**53. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. A termination of this Contract on an emergency basis is accomplished by the COALITION sending PROVIDER written notice of emergency termination at least twenty-four hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58.

**54. Revocation of Eligibility.** In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 52 or 53, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

- 55. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.
- 56. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.
- 57. Fraud.**
- a. Anti-Fraud Plan.** COALITION shall provide the PROVIDER with a copy of its anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S. PROVIDER agrees to comply with such anti-fraud plan.
- b. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 58. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.
- 58. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any

VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

- 59. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit I showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit I which are not stricken.
- 60. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## **XII. NOTIFICATION**

- 61. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
  - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes;
  - c. Submitting written documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting written documentation demonstrating subsequent reopening within two (2) business days after reopening;
  - d. Providing notice and documentation specifying reasons for dismissal of students within fourteen (14) calendar days;
- 62. CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
- 63. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.

**64. Notification of Disqualification or Public Assistance Fraud.**

a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. **PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.**

**XII. INDEMNIFICATION**

**65. Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

**XIV. SEVERABILITY**

**66. Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

**XV. NO AMENDMENTS**

**67. No Amendments.** No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

**XV. EXECUTION OF CONTRACT**

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

**Warranty of Authority.** Each person signing this contract warrants that he or she is dually authorized to do so and to bind the respective party to the contract.

\_\_\_\_\_  
\_\_\_\_\_  
**Signature of President/Vice President/  
Secretary/Officer/Owner/Principal/or Other  
Authorized Representative**  
 By Electronic Signature

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
\_\_\_\_\_  
**Provider’s Additional Signatory (If required by  
the Provider)**  
 By Electronic Signature

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
\_\_\_\_\_  
**Date**

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

\_\_\_\_\_  
\_\_\_\_\_  
**Signature of Authorized Coalition Representative**  
 By Electronic Signature

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
\_\_\_\_\_  
**Date**

### Exhibit 1: Provider Location List

Provider Name: \_\_\_\_\_

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten Education Program (VPK) providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION’s service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. If additional locations are needed, additional pages may be added if those pages conform to the formatting below.

If COALITION determines a physical location to be ineligible to offer the VPK Program, COALITION will strike through the name and location in the table below and initial and date in the column titled “Official Use Only” and send a copy of this Exhibit to PROVIDER.

Location Number	Location Name	Physical Address	School year/Summer	Employer IDNumber (EIN)	Official Use Only
1.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
2.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
3.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
4.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
5.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
6.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
7.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
8.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
9.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
10.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
11.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
12.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		

13.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
14.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
15.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
16.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
17.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
18.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
19.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
20.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
21.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
22.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
23.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
24.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
25.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
26.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
27.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
28.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
29.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
30.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
31.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
32.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
33.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
34.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
35.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		

## Exhibit 2: Due Process Procedures

Provider Name: \_\_\_\_\_

**1. Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

**2. Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

**a. Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

**b. Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

**c. Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

**3. Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

**a. Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.

**b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of

receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual whom the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

**c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

**d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

**e. Notice of Review Hearing Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

**i.** That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.

**ii.** That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

**A.** If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);

- B.** If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.